

Section 2.4

MCIm may designate an IP at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and mid-span meets where mutually agreed upon. The transport and termination charges for local traffic flowing through an IP shall be as follows:

Section 2.4.1

When calls from MCIm are terminating on BellSouth's network through the BellSouth tandem, MCIm will pay to BellSouth the tandem switching rate.

Section 2.4.2

When BellSouth terminates calls to MCIm's subscribers using MCIm's switch, BellSouth shall pay to MCIm the appropriate interconnection rate(s). BellSouth shall not compensate MCIm for transport and tandem switching unless MCIm actually performs each function.

Section 2.4.3

MCIm may choose to establish direct trunking to any given end office. If MCIm leases trunks from BellSouth, it shall pay charges for dedicated or common transport. For calls terminating from MCIm to subscribers served by these directly trunked end offices, MCIm shall also pay BellSouth the end office switching rate. For BellSouth traffic terminating to MCIm over the direct end office trunking, BellSouth shall pay the same rate.

We note that the portions of the FCC rules that MCIm used in its rationale are currently stayed.

D. Attachment VI - Rights of Way (ROW), Conduits, and Pole Attachments

Section Title

1.1.28 Spare Capacity Definition

MCIm's Proposed Language and Rationale

The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct reserved for maintenance, repair, or emergency restoration.

MCIm argues that all companies should not have their own spare inner duct. According to MCIm, there is not enough existing capacity for all companies to have their own. Therefore, only one duct should be used for all companies.

BellSouth's Proposed Language and Rationale

The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIm, or a third party for maintenance, repair, or emergency restoration.

BellSouth asserts that the issue contained within the definition of spare capacity is related to the issue of a common emergency duct, as proposed by MCIm, or a maintenance, repair or emergency restoration reserved duct for any telecommunications carrier who wishes to reserve such capacity. BellSouth argues that its reservation of a spare for emergency purposes, and allowing other carriers similarly to reserve spares, is consistent with this Commission's decision regarding the reservation of space. BellSouth asserts that the common emergency duct raises questions and potential confusion about access to the common duct and priority of service restoration, which could inappropriately complicate responding to emergencies.

Upon review, we find that the dispute is whether just one common emergency duct or a maximum of one emergency duct per party should be excluded from the definition of Spare Capacity. We agree with BST's argument that the concept of one common duct to handle maintenance and emergencies will lead to confusion, require a system of priorities for access to the emergency duct and could complicate response to emergencies. Based on the foregoing, we find that the parties shall incorporate BellSouth's language for attachment VI, Section 1.1.28 into their Agreement.

Section Title

1.2.9.5 Reservation of Ducts for Emergencies

MCIm's Proposed Language and Rationale

Where BellSouth has available ducts and inner ducts, BellSouth shall offer such ducts and inner ducts for MCIm's use. One full-sized (Typically 4 inch diameter) duct and inner duct shall be assigned for emergencies. If BellSouth or any other service provider utilizes the emergency duct or inner duct, and such duct or inner duct was the last unoccupied full-sized duct or inner duct in the applicable cross-section, said provider shall, at its expense, reestablish a clear, full-sized duct or inner duct for emergency restoration as soon as possible. If occupancy of the emergency duct or inner duct by BellSouth or other service provider was for non-emergency purposes, such occupancy shall be subject to immediate removal should an emergency arise calling for the need of a restoration conduit. In the event that an emergency situation causes a service outage, pole and/or duct access will be afforded without discrimination to service providers, with the following prioritization: (i) fire, police and/or hospital facilities, and (ii) facilities impacting the greatest number of people consistent with an intention to best serve the needs of the people.

MCIm argues that BellSouth should establish one set of emergency spares for everyone, not require all companies to pay for their own emergency ducts. According to MCIm, requiring this will use up existing capacity at double the rate and exhaust critical ROW quickly.

BellSouth's Proposed Language and Rationale

BellSouth proposed to delete this section.

BellSouth states that it will reserve space for itself for maintenance spares that will also be utilized by BellSouth in cases of emergency, based upon a one-year forecast. Further, in compliance with the Commission's decision, BellSouth will allow any telecommunications provider to reserve such space for maintenance and emergency purposes, based upon a one-year forecast. BellSouth believes its position is consistent with the Commission's determination on this issue and is also the most efficient approach to the issue of use of space in cases of emergency. BellSouth argues that MCIm's position is to the contrary. MCIm requires that BellSouth assign a full-sized duct for emergencies that will be common for all occupants of the conduit space. In cases where the emergency affects service to more than one occupant, the access to the common emergency duct would be determined by a priority list as

set forth by MCIm in its contract language. According to BellSouth, MCIm's common emergency duct is simply not practical. BellSouth asserts that its experience shows that most emergencies affect all occupants of the space and, therefore, prioritization of need would, more often than not, be an issue. Second, allowing all telecommunications providers to serve a maintenance or emergency duct totally avoids the issues of prioritization and access to the common duct. Finally, BellSouth argues that MCIm's position is contrary to the Commission's determination. The Commission's determination provides a solution to the issue of emergencies while MCIm's language merely adds a level of complexity and will require BellSouth to reserve additional space in conduit for emergencies.

BellSouth concludes that its reservation of a spare for emergency purposes, and allowing other carriers similarly to reserve spares, is consistent with the Commission's decision regarding reservation of space. The common emergency duct raises questions and potential confusion about access to the common duct and priority of service restoration, which could inappropriately complicate responding to emergencies.

Upon review, we note that this issue was not addressed in the arbitration proceeding. Therefore, MCIm should not be permitted to raise this issue at this stage. We also note that resolution of this issue is not essential to MCIm's successful operation in the local market. Notwithstanding the foregoing, BellSouth states that it has no objection to MCIm reserving a duct for itself for emergency purposes and then offering to share such capacity with other telecommunications carriers willing to enter into such a sharing arrangement.

Upon consideration, we do not believe that one common duct for emergencies and maintenance would be an efficient or manageable arrangement. Questions on priorities and impediments to restoration of service could arise under a common duct arrangement. We find that requiring BellSouth to allow MCIm and other parties to reserve capacity according to the same time frames, terms and conditions that it affords itself and as required by our Order, is appropriate and is in compliance with the Act. We also find that BST shall allow MCIm to reserve an emergency duct for itself and then offer to share that capacity with other carriers that are willing to enter into such a sharing agreement. Based on the foregoing, the parties shall incorporate the following language into their Agreement:

BellSouth will allow MCIm and other parties to reserve capacity under the same time frames, terms and conditions that it affords itself. This includes reservations of

emergency ducts as well as ducts for growth and other purposes.

MCIm, if it so chooses, may reserve one emergency duct for itself and then offer to share this duct with other telecommunication carriers that are willing to enter into such a sharing agreement.

E. Attachment VIII - Ordering and Provisioning

Section Title

Section 2.1.5 Subscriber Payment History

Section 2.1.5.3

MCIm's Proposed Language and Rationale

2.1.5.3 BST shall provide to MCIm a real-time, electronic interface to BST subscriber information systems which will allow MCIm to obtain the customer payment history information as detailed above. The parties shall mutually agree upon restrictions that will appropriately safeguard subscribers' privacy.

MCIm argues that CLECs should have electronic access to some CPNI to answer inquiries from potential subscribers on a competitively neutral basis. According to MCIm, a signed letter of authorization (LOA) clearly cannot be administered as part of this process. Further, according to MCIm, BST seeks to unnecessarily limit a CLEC's ability to access information that is essential to the sales process.

BellSouth's Proposed Language and Rationale

BST proposed that this section be deleted.

BST argues that MCIm is inappropriately seeking to treat a customer's credit history as customer proprietary information (CPNI). In fact, BST asserts, the FCC has determined that credit information is not CPNI. See, Filing and Review of Open Network Architecture Plans, 4 FCC Record 1, paragraph 412 (1988).

BellSouth contends that this issue was not part of the arbitration. We disagree. CPNI and the use of a blanket LOA were part of the arbitration proceeding. Although customer payment history may not have been specifically discussed, it certainly falls under the category of customer information. There appears to

be some confusion as to what type of information is included in this section of the Agreement. MCIm's proposed language clearly indicates that customer payment history, not customer credit history is at issue. Specifically, the customer payment history is limited to those items in Section 2.1.5.1. We also note that although MCIm can access customer records, MCIm can not access those records without customer authorization. Based on the foregoing, we find MCIm's language is appropriate. Accordingly, the parties shall include this language in signed arbitrated Agreement.

Section 2.1.5.4

MCIm's Proposed Language and Rationale

2.1.5.4 Until such time as the Parties reach agreement on the restrictions described in 2.1.5.3, BST shall provide MCIm with requested customer payment history information, as detailed above, based upon MCIm's blanket representation that MCIm will obtain the subscriber's authorization to obtain such data in advance of any request.

MCIm argues that electronic interfacing should also be made available for customer credit history information, and that MCIm should not be required to provide a written LOA. According to MCIm, the blanket LOA requirements should apply.

BellSouth's Proposed Language and Rationale

BST proposed to delete this.

BellSouth argues that a blanket letter of authorization does not adequately safeguard a customer's right to privacy with respect to credit history. BellSouth states that it agreed to provide credit history on the condition that the customer authorizes it to do so. BellSouth asserts that customer authorization is not appropriately reflected in a blanket letter of authorization.

Upon consideration, we note that MCIm refers to customer credit history in its rationale, but that its proposed language refers to customer payment history. We disagree with BellSouth that this issue was not part of the arbitration. CPNI and the use of a blanket LOA were part of the arbitration. Again, although payment history may not have been specifically discussed, we believe it should be considered customer information. Accordingly,

we find that MCIm's language shall be included in the signed arbitration Agreement.

<u>Section</u>	<u>Title</u>
Section 2.3	Systems Interfaces and Informance Exchanges

Section 2.3.2.6

MCIm's Proposed Language and Rationale

2.3.2.6. BST shall provide MCIm on-line access to telephone number reservations by January 1, 1997.

MCIm argues that BST should have complied with the FCC requirements to have such systems in place by now. Additional delays are unjustified.

BellSouth's Proposed Changes to MCIm Language and Rationale

2.3.2.6. BST will provide MCIm on-line access to telephone number reservations by December 31, 1996, but no later than April 1, 1997. Until on-line access is available via electronic interface, BellSouth agrees to provide MCIm with a ready supply of telephone numbers as described in Section 2.1.8.2.

BellSouth asserts that this language reflects its intent to provide on-line access as expeditiously as practicable. Further, the dates reflected in BellSouth's proposal are realistic and are consistent with the testimony of BellSouth witnesses.

Upon review, we agree with BellSouth that this issue was not addressed in the arbitration proceeding. Nonetheless, BellSouth has proposed language for inclusion in the Agreement. Therefore, upon consideration of the proposed language submitted by the parties, we find that the parties shall include BellSouth's language in the arbitrated Agreement.

<u>Section</u>	<u>Title</u>
Section 2.5	Performance Measurements and Reporting

MCIm's Proposed Language and Rationale

2.5.1 In providing Services and Elements, BST will provide MCIm with the quality of service BST provides to

itself and its end-users. BST's performance under this Agreement shall provide MCIm with the capability to meet standards or other measurements that are at least equal to the level that BST provides or is required to provide by law or its own internal procedures, whichever is higher. BST shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the performance standards that are specified in Attachment 8 of this Agreement. In the event that BST demonstrates that the level of performance specified in Attachment 8 of this Agreement are higher than the standards or measurements that BST provides to itself and its end users pursuant to its own internal procedures, BST's own level of performance shall apply.

2.5.1.1 The Parties acknowledge that the need will arise for changes to the performance standards specified in Attachment 8 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric. The parties agree to review all performance standards on a quarterly basis to determine if any changes are appropriate.

2.5.1.2 The Parties agree to monitor actual performance on a monthly basis and develop a Process Improvement Plan to continually improve quality of service provided as measured by the performance standards.

2.5.2 BST, in providing Services and Elements to MCIm pursuant to this Agreement, shall provide MCIm the same quality of service that BST provides itself and its end-users. This attachment includes MCIm's minimum service standards and measurements for those requirements. The Parties have agreed to five (5) categories of performance standards: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) LIDB; and (5) Account Maintenance. Each category of performance standards include measurements which focus on timeliness, accuracy and quality. BST shall measure the following activities to meet the goals provided herein.

2.5.2.1 All performance standards shall be measured on a monthly basis and shall be reported to MCIm in a mutually agreed upon format which will enable MCIm to compare BST's performance for itself with respect to a specific measure to BST's performance for MCIm for that same specific measure. Separate measurements shall be provided for residential subscribers and business subscribers.

2.5.2.2 Performance standards being measured pursuant to this Agreement shall be reviewed by MCIm and BST quarterly to determine if any additions or changes to the measurements and the standard shall be required or, if process improvements shall be required.

2.5.3 Provisioning Performance Standards

2.5.3.1 Installation functions performed by BST will meet the following performance standards:

Product or Service	Interval Standards
INSTALLATION	
Lines/trunks with no premises visit:	
Business	
1-20 lines	98% met within 3 business days
21-40 lines	98% met within 7 business days
41-60 lines	98% met within 12 business days
Over 60 lines	To be negotiated
Residential	98% met within 24 hours of Service Order receipt by BST
Lines/trunks with premises visit:	
Business	
1-20 lines	98% met within 5 business days
21-40 lines	98% met within 10 business days
41-60 lines	98% met within 14 business days

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Over 60 lines	Individual case basis
Residential	98% met within 72 hours of Service Order receipt by BST
Business lines/trunks; plant or other facilities not available	Individual case basis
Centrex station lines	
1-20 lines	98% met within 5 business days
21-50 lines	98% met within 8 business days
Over 50 lines	Individual case basis
Unbundled <u>network</u> elements	
Business or Residential	98% met within 2 days
Other unbundled elements	
Business or Residential	98% met within 5 days
FEATURE CHANGES	
Orders received before 12:00 p.m.	99% completed on day of receipt
Orders received after 12:00 p.m.	99% completed before 12:00 p.m. next Business Day

Product or Service	Interval
SERVICE DISCONNECTS	
With no premises visits	
Business or Residential	98% met within 4 hours after receipt of Service Order
With CO change or subscriber premises visit	

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Business or Residential	98% met within 24 hours after receipt of Service Order
Unbundled switching elements	
Business or Residential	98% met within 4 hours
Other unbundled elements	
Business or Residential	98% met within 24 hours

Committed Due Date

Resale:

Residence: > 99% met
Business: > 99.5% met
UNE: > 98% met

Service Orders Provisioned Correctly as Requested

Resale:

Residence: > 99% met
Business: > 99.5% met
UNE: > 99% met

Missed Appointments

Residence: < 1%
Business: 0%

Firm Order Confirmation within:

Manual - within 24 hours 99% of the time
Electronic - within 4 hours 99% of the time

Notice of reject or error status within 1 hour of receipt 98% of the time

No trouble reports within 30 days of installation - 99% of the time

Time to complete any Suspend/Block/Restore order 4 hours > 99% after receipt by BST

For expedited due date confirmation, BST shall confirm to MCIm within two (2) Business Hours > 99% after BST receipt of such

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request from MCIm whether BST can complete an initially-submitted order within the expedited interval requested by MCIm. Confirmation may be provided by BST via telephone call with follow up confirmation to be provided by BST according to normal procedures and measurement intervals.

MCIm states that it is specifying guidelines and standards necessary for MCIm to be able to efficiently process billing information. MCIm argues that agreement between the parties on these types of issues is essential to ensure accurate and timely billing. According to MCIm, it is insufficient for BST to merely say that it will implement "controls" and "procedures."

BST's Proposed Language and Rationale

BellSouth will use its best efforts to implement the performance measurements as set forth below within six months of the effective date of this agreement.

Installation functions performed by BellSouth will be measured in the following manner:

Percent Central Office Completions in 0 to 1 days (includes all N, T, and C order activity requiring Central Office Work). This measurement shall reflect all CLEC activity vis a vis BellSouth activity.

Percent Installations Provisioned in 5 calendar days

Percent Missed Appointments

Percent Trouble Reports within 30 days of a Service Order (measures Percent of Total Trouble Reports caused by Troubles on Access lines with Service Order Activity)

Percent Firm Order Confirmations provided within 24 hours

Percent Notice of Order Reject or Error within 1 hour of receipt

BellSouth argues that our arbitration decision clearly stated that "BellSouth provide AT&T and MCIm telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates."

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Quoting from Order No. PSC-96-1579-FOF-TP, pp. 73-74. BellSouth asserts that its proposal is consistent with our decision. BellSouth concludes that the measurements reflected above will, upon completion of the necessary adjustments to BellSouth's measurement systems, report BellSouth's performance for MCIm vis a vis its own retail customers. According to BellSouth, adopting specific benchmarks, as proposed by MCIm, is going well beyond the Commission's intent. Further, the measurements proposed by BellSouth will only require modification to BellSouth's current measurements. On the other hand, those measurements proposed by MCIm that are not included in BellSouth's proposal are not currently tracked and measured today for BellSouth's own retail purposes.

Upon consideration, we believe that more specific measurements are needed and that MCIm will need this information to correctly bill for service. MCIm's proposed language is, for the most part, less stringent than its originally proposed language, and should be less of a burden on BST. BST has expressed concern with having to track a measurement that it does not currently track. We are not persuaded that systems to track such measurements cannot be developed. We believe setting these values is appropriate because there is a need to provide the parties with specificity in these areas. We recognize however, that the parties may wish to change Direct Measures of Quality (DMOQs) established by the Commission. We note that Sections 2.5.1.1 and 2.5.1.2 provide the parties with the ability to review the DMOQs and adjust them when and where needed based on tracking data. We also note that BST includes a date for completion of a system implementing performance measurements, six months from the effective date of the arbitration Agreement. MCIm did not include a date. Based on the foregoing, we find that MCIm's proposed language, along with BST's language requiring BST to implement the performance measurements within six months of the effective date of the arbitrated Agreement, is appropriate. Therefore, the parties shall include this language in their signed Agreement.

<u>Section</u>	<u>Title</u>
Section 3	Connectivity Billing and Recording
<u>Section 3.4</u>	<u>Performance measurements and Reporting</u>

MCIm's Proposed Language and Rationale

3.4.1 BST shall meet the following performance measurements for the provision of EMR records:

3.4.1.1 Timeliness: 99.94% of all records recorded each day shall be received by MCIm within one (1) calendar day of their recording. 100% of all such records should be received within five (5) calendar days of their recording.

3.4.1.2 Accuracy: No more than 60 errors per one (1) million records transmitted

3.4.1.3 Completeness: There shall be no more than 20 omissions per one (1) million records.

Here, MCIm asserts that it is specifying guidelines and standards it believes necessary to efficiently process billing information. MCIm believes that agreement between the parties on these types of issues is essential to ensure accurate and timely billing. According to MCIm, it is insufficient for BST to merely state that it will implement "controls" and "procedures."

MCIm states that BST has yet to propose performance measures on the matters contained in this section. Further, MCIm welcomes the opportunity to further discuss these measures with BST.

BST's Proposed Language and Rationale

BellSouth and MCIm will incorporate the Connectivity Billing and Recording service into the BellSouth and MCIm Future Optimum State (FOS) billing forum. Said forum will develop appropriate billing measurements for service parity.

BellSouth argues that the Commission's decision clearly stated that "BellSouth provide AT&T and MCIm telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates." Quoting from Order No. PSC-96-1579-FOF-TP, pp. 73-74. BellSouth believes its proposal is consistent with the Commission's decision. BellSouth contends that MCIm's previous proposals relating to billing have included standards that are in many cases immeasurable, and are unattainable. BellSouth concludes that its proposal to use the standards developed through the FOS Billing Forum is a reasonable and appropriate compromise.

Upon consideration, we find that more specific measurements are needed and that MCIm will need this information to correctly bill for service. BST's proposal of using the FOS billing forum will delay the implementation of the performance measurements. BST states that the "[s]aid forum will develop the appropriate billing

measurements for service parity." Judging from this language, the performance measurements may not even be in the development stage. BST has expressed concern that "MCIm's previous proposals relating to billing have included standards that are in many cases immeasurable, and are also unattainable." We are not persuaded that systems to track such standards can not be developed. We recognize that the parties may wish to change DMOQs established by the Commission. We note that Sections 2.5.1.1 and 2.5.1.2 provide the parties with the ability to review the DMOQs and adjust them when and where needed based on tracking data. Based on the foregoing, we find that the parties shall include MCIm's language in their Agreement.

<u>Section</u>	<u>Title</u>
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Section 4	Provision of Subscriber Usage Data
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MCIm's Proposal for Performance Measures and Rationale

4.4 Performance Measurements

4.4.1 Account Maintenance. When notified by a CLEC that an MCIm Customer has switched to CLEC service, BellSouth shall provision the change, and notify MCIm via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day, 100% of the time.

4.4.1.1 When notified by MCIm that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BST shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed with 100% of the orders contained within one (1) business day.

4.4.1.2 If notified by an interexchange carrier using an '01' PIC order record that an MCIm Customer has changed his/her PIC only, BST will reject the order and notify that interexchange carrier that a CARE PIC record should be sent to the serving CLEC for processing. 100% of all orders shall be rejected, and the respective interexchange carrier properly notified, within one (1) business day of BST's receipt of the PIC order from the interexchange carrier.

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4.4.2 File Transfer

BST will initiate and transmit all files error free and without loss of signal.

Metric:

Number of FILES Received
----- X 100
Number of FILES Sent

Notes: All measurement will be made on a rolling period.

Measurement:

Meets Expectations 6 months of file transfers without a failure

4.4.3 Timeliness

BST will mechanically transmit, via CONNECT:Direct, all usage records to MCIm's Message Processing Center three (3) times a day.

Measurement:

Meets Expectations 99.94% of all messages delivered on the day the call was Recorded.

4.4.4 Completeness

BST will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Metric:

Total number of Recorded Usage Data records delivered during current month minus Number of Usage Call Records held in error file at the end of the current month
-----X 100
Total number of Recorded Usage Data Records delivered during current month

Measurement:

Criteria

Meets Expectations $\geq 99.99\%$ of all records delivered

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4.4.5 Accuracy

BST will provide Recorded Usage Data in the format, and with the content as defined in the current BellCore EMR document.

Metric:

Total Number of Recorded Usage Data Transmitted
Correctly
-----X 100
Total Number of Recorded Usage Data Transmitted

Criteria

Measurement:

Meets Expectations \geq 99.99% of all recorded records delivered

4.4.6 Data Packs

BST will transmit to MCIm all packs error free in the agreed-upon format.

Measurement:

Meets Expectations 6 months of Transmitted Packs without a rejected pack

Notes: All measurements will be made on a Rolling Period.

4.4.7 Recorded Usage Data Accuracy

BST will ensure that the Recorded Usage Data is transmitted to MCIm error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BST as a Modification Request (MR). Performance is to be measured at two levels defined below. MCIm will identify the priority of the MR at the time of hand-off as Severity 1 or Severity 2. The following are MCIm expectations of BST for each:

Measurement:

Severity 1:

Meets Expectations $\geq 90\%$ of the MR fixed in ≤ 24 hours and
100% of the MR fixed in ≤ 5 days

Severity 2:

Meets Expectations $\geq 90\%$ of the MR fixed in 3 Days and 100%
of the MR fixed in ≤ 10 days

MCIm asserts that it is specifying guidelines and standards it believes are necessary to efficiently process billing information. MCIm states that agreement between the parties on these types of issues is essential to ensure accurate and timely billing. Again, MCIm concludes it is insufficient for BST to merely say that it will implement "controls" and "procedures."

BST's Proposed Language and Rationale

BellSouth and MCIm will incorporate the OLEC Daily Usage File (ODUF) service into BellSouth and MCIm Future Optimum State (FOS) billing forum. Said forum will develop the appropriate billing measurements for service parity.

BellSouth argues that the Commission's decision clearly stated that "BellSouth provide AT&T and MCIm telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates." Quoting from Order No. PSC-96-1579-FOF-TP, pp. 73-74. BellSouth asserts that its proposal is consistent with the Commission's decision. According to BellSouth, MCIm's previous proposals relating to the daily usage file have included standards that are in many cases immeasurable, and are unattainable. BellSouth concludes that its proposal to use the standards developed through the FOS Billing Forum is a reasonable and appropriate compromise.

Upon consideration, we find that more specific measurements are needed and that MCIm will need this information to correctly bill for service. MCIm's proposed language is, for the most part, less stringent than its originally proposed language, and should be less of a burden on BST. We, however, find that the words "via CONNECT:Direct" shall be deleted from MCIm's language. We do not know the meaning of the term, and it was not addressed in the proceeding. The effect of this change is that BST may mechanically submit the required records via the most efficient method to accomplish the requirements of this section.

BST has expressed concern with having to track a measurement that it does not currently track. We are not persuaded that

systems can not be developed to track such measurements. We believe setting these values is appropriate since doing so provides the parties with more specific information. We recognize that the parties may desire to change DMOQs established by the Commission. We note that Sections 2.5.1.1 and 2.5.1.2 provide the parties with the ability to review the DMOQs and adjust them when and where needed based on tracking data. BST's proposal of using the FOS billing forum will delay the implementation of the performance measurements. BST states that the "[s]aid forum will develop the appropriate billing measurements for service parity." Judging from this language, the performance measurements may not even be in the development stage. Based on the foregoing, we find that the parties shall include MCIm's proposed language with the omission of the words via CONNECT:Direct, in the arbitrated Agreement.

<u>Section</u>	<u>Title</u>
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Section 4.5	Reporting
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MCIm's Proposed Language and Rationale

4.5.1 BST shall agree to develop reports to be used for local usage and for PIC change data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.

4.5.2 In addition to the reporting requirements stated above BST shall produce and publish annually with respect to its network and service quality performance, a report which will provide evidence that BST shows no undue discrimination by BST among CLECs or between BST retail and other CLECs with respect to quality of service.

4.5.2.1 The specific services to be included in the Performance Measurement Report, its format, measurement timeframe, and initial implementation date shall be as required by MCIm.

MCIm states that it is specifying guidelines and standards necessary for MCIm to be able to efficiently process billing information. According to MCIm, agreement between the parties on these types of issues are essential to ensure accurate and timely billing. It is not sufficient for BST to merely state that it will implement "controls" and "procedures."

BST's Proposed Language and Rationale:

BellSouth and MCIm will incorporate the OLEC Daily Usage File (ODUF) service into BellSouth and MCIm Future Optimum State (FOS) billing forum. Said forum will develop the appropriate billing measurements for service parity.

BellSouth asserts that the Commission's decision clearly stated that "BellSouth provide AT&T and MCIm telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates." Quoting from Order No. PSC-96-1579-FOF-TP, pp. 73-74. BellSouth believes its proposal is consistent with the Commission's decision. According to BellSouth, MCIm's previous proposals relating to the daily usage file have included standards that are in many cases immeasurable, and are unattainable. BellSouth concludes that its proposal to use the standards developed through the FOS Billing Forum is a reasonable and appropriate compromise.

BST's Proposed Language and Rationale:

BellSouth proposes to delete Section 4.5

Upon consideration, we find that more specific measurements are needed and that MCIm will need this information to correctly bill for service. It is unclear if BST is proposing language for inclusion in the section, or deletion of the section. BST has expressed concern with having to track a measurement that it does not currently track. Once again, we are not persuaded that systems to track such measurements can not be developed. We believe setting these values is appropriate since doing so provides for more specific information. However, we recognize that the parties may desire to change DMOQs established by the Commission. We note that Sections 2.5.1.1 and 2.5.1.2 provide the parties with the ability to review the DMOQs and adjust them when and where needed based on tracking data. BST's proposal of using the FOS billing forum will delay the implementation of the performance measurements. BST states that the "[s]aid forum will develop the appropriate billing measurements for service parity." Judging from this language, the performance measurements may not even be in the development stage. We believe Sections 4.5.2 and 4.5.2.1 go beyond what is necessary for MCIm to provide service. Based on the foregoing, we find that MCIm's proposed language, except for Sections 4.5.2 and 4.5.2.1, is appropriate and shall be included in the arbitrated Agreement.

<u>Section</u>	<u>Title</u>
Section 5	Maintenance

MCIm's Proposed Language and Rationale

5.4 Performance Measurements and Reporting

5.4.1 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of Local Service and Network Elements or Combination. Total outages requiring a premises visit by a BST technician that are received between 8 a.m. to 6 p.m. on any business day shall be restored within four (4) hours of referral, ninety percent (90%) of the time.

Total outages requiring a premises visit by a BST technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metric: within four (4) hours of 8 a.m., ninety percent (90%) of the time. Total outages which do not require a premises visit by a BST technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time.

5.4.2 Trouble calls (e.g., related to Local Service or Network Element or Combination degradation or feature problems) which have not resulted in total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section, Local Service or a Network Element or Combination is considered restored, or a trouble resolved, when the quality of the Local Service or Network Element or Combination is equal to that provided before the outage, or the trouble, occurred.

5.4.3 The BST repair bureau shall provide to MCIm the "estimated time to restore" with at least ninety-seven percent (97%) accuracy.

5.4.4 Repeat trouble reports from the same customer in a 30 day period shall be less than one percent (1%). Repeat trouble reports shall be measured by the number of calls received by the BST repair bureau relating to the same telephone line during the current and previous report months.

5.4.5 BST shall inform MCIm within ten (10) minutes of restoration of Local Service, Network Element, or Combination after an outage has occurred.

5.4.6 If service is provided to MCIm Subscribers before an Electronic Interface is established between MCIm and BST, MCIm will transmit repair calls to the BST repair bureau by telephone. In such event, the following standards shall apply: The BST repair bureau shall answer its telephone and begin taking information from MCIm within twenty (20) seconds of the first ring, ninety-five percent (95%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.

5.4.7 BST will miss meeting end user appointments that require a premise visit less than 1% of the time.

MCIm is specifying guidelines and standards it believes are necessary for it to efficiently process billing information. MCI believes agreement between the parties on these types of issues is essential to ensure accurate and timely billing. Further, MCI believes it is insufficient for BST to merely state that it will implement "controls" and "procedures."

BellSouth's Proposed Language and Rationale

The maintenance measurements set forth below shall be implemented on the effective date of this agreement.

Maintenance functions performed by BellSouth will be measured in the following manner:

Percent Out of Service (OOS) Troubles Cleared
within 24 hours

Percent Missed Appointments for BellSouth reasons

Repeat Trouble Reports in 30 days

Percent Calls Answered within 20 seconds. This measurement shall reflect all CLEC activity vis a vis BellSouth activity.

BellSouth argues that the Commission's decision clearly stated that "BellSouth provide AT&T and MCIm telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates."

Quoting Order No. PSC-96-1579-FOF-TP, pp. 73-74. BellSouth argues that its proposal is consistent with the Commission's decision. The measurements reflected above will, according to BellSouth, upon completion of the necessary adjustments to BellSouth's measurement systems, report BellSouth's performance for MCIm vis a vis its own retail customers. BellSouth argues that to adopt specific benchmarks, as proposed by MCIm, is to go well beyond the Commission's intent. Further, the measurements proposed by BellSouth will only require modification to BellSouth's current measurements. On the other hand, those measurements proposed by MCIm that are not included in BellSouth's proposal are not currently tracked and measured today for BellSouth's own retail customers.

Upon consideration, we find that more specific measurements are needed and that MCIm will need this information to correctly bill for service. MCIm's new proposed language is, for the most part, less stringent than its originally proposed language, and should be less of a burden on BST. BST has expressed concern with having to track a measurement that it does not currently track. We are not persuaded that systems to track such measurements can not be developed. We believe setting these values is appropriate since doing so provides for more specific information. However, we recognize that the parties may desire to change DMOQs established by the Commission. We note that Sections 2.5.1.1 and 2.5.1.2 provide the parties with the ability to review the DMOQs and adjust them when and where needed based on tracking data. Based on the foregoing, we find that the parties shall include MCIm's proposed language in the signed arbitrated Agreement.

With respect to performance measurements and reporting in general, we note that in our Arbitration Order we found:

If a system or process is developed exclusively for a certain carrier, however, those costs shall be recovered from the carrier who is requesting the customized system. See Order No. PSC-96-1579-FOF-TP, P. 87.

Thus, although we are approving MCIm's language on performance measurements, we note that if MCIm wants BellSouth to track and report specific information for MCIm, there will be a cost associated with those processes. We do not know what the charge will be and we are not deciding that issue now. Should MCIm request BellSouth to track and report MCIm specific information, the parties should endeavor to negotiate the rate to cover the costs associated with those processes.

<u>Section</u>	<u>Title</u>
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Section 6.1 Miscellaneous Services & Functions - General
 Requirements

MCIm's Proposed Language and Rationale

6.1.3.15 Where INP is deployed and when a BLV/BLI request for a ported number is directed to a BST operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

MCIm asserts that BST has had this request for a significant length of time and has still not been able to perform the necessary tests to satisfy BellSouth's needs. MCIm states that MCIm does not require these tests.

BellSouth's Proposed Language and Rationale

Where INP is deployed and when a BLV/BLI request for a ported number is directed to a BST operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

BellSouth asserts that it is attempting to determine whether MCIm's request is technically feasible.

Upon review, we note that this issue was not addressed in the arbitration proceeding. Nonetheless, MCIm and BST have proposed the same language to be included in the Agreement. We have reviewed the language and find it appropriate. Therefore, the parties shall be allowed to include this language in the signed arbitrated Agreement.

6.1.4.1.1 Directory Assistance and Listings Service
 Requests

MCIm's Proposed Language and Rationale

6.1.4.1.1 BST shall accept orders via electronic interface in accordance with OBF Directory Service Request standards (TCIF EDI Technical Mapping) within - nine (9) months of final standard adoption. In the interim, BST shall create a standard format and order process by which MCIm can place an order via electronic exchange no later than January 1, 1997.

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MCIm states that the Commission specifically ordered BellSouth to work through the Ordering and Billing Forum (OBF) to develop long-term electronic interface solutions. MCIm asserts that its provision is consistent with the Order and with the FCC's requirement that ILECs provide electronic interfaces by January 1, 1997.

BellSouth's Proposed Language and Rational

BST shall accept orders via electronic interface in accordance with approved TCIF EDI technical mapping standards within nine (9) months of published release of that approved standard. In the interim, BellSouth shall create a standard format for electronic exchange by which MCIm can place directory listing orders for resold single line residence and resold simple business, six lines or less, by April 1, 1997. BellSouth shall provide electronic exchange for directory listing orders associated with interim number portability, unbundled loops, and unbundled ports no later than April 1, 1997.

BellSouth asserts that this language reflects its intent to provide on-line access as expeditiously as practicable. Further, the dates reflected in BellSouth's proposal are realistic and are consistent with the testimony of BellSouth witnesses.

Upon consideration, although we believe MCIm's language is more consistent with our Order, the proposed date is unrealistic since the date has already passed. Therefore, we find that BST's language shall be included in the signed arbitrated Agreement.

F. Attachment X - Credits for Performance Standards Failures

BellSouth objects to Attachment 10 being included in the Agreement. Specifically, BellSouth argue that this Commission has ruled that it cannot impose a penalty or liquidated damages provisions of the type sought by MCIm. BellSouth quotes the following language:

We conclude that we should limit our consideration in this arbitration proceeding to the items enumerated in Sections 251 and 252 of the Act, and matters necessary to implement those items. A liquidated damages provision does not meet that standard. The Act does not require parties to include in their agreements any particular method to resolve disputes. Further, it is not appropriate for us to arbitrate a liquidated damages provision under state law. If we did, we would be, in